



**State of New Hampshire**  
**Department of Health and Human Services**

**REQUEST FOR GRANT APPLICATIONS**  
**RFGA-2020-DCYF-02-ACCREDITATION**

**FOR**

**Accreditation Support for DCYF Certified Residential Treatment Providers**

**February 21, 2020**



## Table of Contents

1. Request for Applications .....	3
1.1. Purpose and Overview .....	3
1.2. Grant Requirements .....	3
1.3. Project Period .....	4
1.4. Schedule of Events .....	4
1.5. Proposal Inquiries and Contact Information .....	4
2. Application Process and Submission .....	5
2.1. Overview .....	5
2.2. Application Content .....	5
2.3. Award Methodology .....	7
2.4. RFGA Addendum .....	7
2.5. Compliance .....	7
2.6. Public Disclosure .....	7
2.7. Ethical Requirements .....	8
2.8. Non-Commitment .....	9
2.9. Liability .....	9
2.10. Request for Additional Information or Materials .....	9
2.11. Scope of Award and Grant Award Notice .....	9
2.12. Exceptions .....	9
3. Appendices .....	9
3.1. Appendix A – Grant Agreement Minimum Requirements .....	10
3.2. Appendix B – NH Certified Residential Treatment/Agency Program Application Request for Accreditation Funding .....	10



## REQUEST FOR GRANT APPLICATIONS

### 1. Purpose and Overview

#### 1.1. Overview

- 1.1.1. The intention of this Request for Grant Applications (RFGA) is to provide financial support to the currently certified residential treatment programs for children and youth located in the state of New Hampshire, for maintaining or obtaining accreditation through any of the following independent, non-profit organizations:
  - 1.1.1.1. The Commission on Accreditation of Rehabilitation Facilities (CARF).
  - 1.1.1.2. The Joint Commission on Accreditation of Healthcare Organizations (JCAHO).
  - 1.1.1.3. The Council on Accreditation (COA).
  - 1.1.1.4. Any other independent, not-for-profit accrediting organization approved by the United States Department of Health and Human Services.
- 1.1.2. Under the federal Family First Prevention Services Act (<https://campaignforchildren.org/resources/fact-sheet/fact-sheet-family-first-prevention-services-act/>), qualified residential treatment programs must obtain accreditation by one of the accreditation bodies referenced above. The New Hampshire legislature along with the State Advisory Group (SAG) has appropriated General and SAG funds to assist certified residential treatment programs with this effort.

#### 1.2. Grant Requirements

- 1.2.1. The General Funds are available for reimbursement of expenses starting in January of 2018 and for payment of future expenses through October of 2021.
- 1.2.2. The SAG funds must be expended by September 30, 2020 and may be applied to expenses incurred beginning in January of 2018.
- 1.2.3. Eligible Applicants for accreditation support must be currently certified residential treatment programs located in the state of New Hampshire, which are working toward maintaining or obtaining accreditation through Joint Commission, Council on Accreditation (COA), or Commission on Accreditation of Rehabilitation Facilities (CARF) or other accreditation body approved by the Administration for Children and Families (ACF).
  - 1.2.3.1. The Applicant must be applying on behalf of the residential treatment program or programs, which are located and operate in New Hampshire and are certified by the Division for Children Youth and Families and Children's Behavioral Health through Administrative Rule He-C 6350.
  - 1.2.3.2. The Applicant must demonstrate their commitment to one of the approved accreditation bodies as indicated in Section 1.1.1., and approved by the



Administration for Children and Families (ACF) or other accreditation body approved by the ACF.

### 1.3. Project Period

- 1.3.1. The grant agreement(s) resulting from this RFGA will be effective upon approval of the Governor and Executive Council.
- 1.3.2. The grant term may be extended by an additional term of two (2) years, subject to the continued availability of funds, satisfactory grantor performance, written agreement of the parties, and approval from the Governor and Executive Council.
- 1.3.3. Total funding for all grant agreements awarded under this solicitation is approximately \$600,000 for State Fiscal Year 2020.

### 1.4. Schedule of Events

*The following table provides a schedule of events for this RFGA through grant agreement negotiations. The Department reserves the right to change this schedule at its sole discretion at any time. Eastern Standard Time applies.*

Item	Action	Date
1.	Release RFGA (NH DHHS website)	February 21, 2020
2.	RFGA Questions Submission Deadline	March 6, 2020 <b>11:59 PM</b>
3.	DHHS Response to Questions Published	March 13, 2020
4.	Application Submission Deadline	April 3, 2020 <b>4:30 PM</b>
5.	Estimated notification of the selection and beginning of grant agreement negotiations after application is officially submitted.	30-45 days after Submission Deadline

### 1.5. Proposal Inquiries and Contact Information

All inquiries concerning this RFGA, including but not limited to, requests for clarifications, questions, and any changes to the RFGA, shall be submitted by email to the following designated Point of Contact:

State of New Hampshire  
Department of Health and Human Services  
Jennifer Hackett  
Contracts & Procurement Unit  
129 Pleasant Street  
Concord NH 03301  
Email: [jennifer.hackett@dhhs.nh.gov](mailto:jennifer.hackett@dhhs.nh.gov)  
Phone: (603) 271-9605

- 1.5.1. The Department may consolidate and/or paraphrase questions for sufficiency and clarity. The Department may, at its discretion, amend this RFGA on its own



initiative or in response to issues raised by inquiries, as it deems appropriate. Oral statements, representations, clarifications or modifications concerning the RFGA, shall not be binding upon the Department. Official responses by the Department will be made only in writing.

## **2. Application Process and Submission**

### **2.1. Overview**

2.1.1. Applications must be received by the date specified in the RFGA Schedule of Events, Subsection 1.4. Submissions must be marked with RFGA-2020-DCYF-02-ACCRES. One (1) electronic copy of the Application must be submitted by email to the DHHS Contracts unit at the following email addresses:

2.1.1.1. To: Jennifer.Hackett@dhhs.nh.gov

2.1.1.2. Cc: DHHS-contracts@dhhs.nh.gov

2.1.2. The Department must receive the Application by the date specified in Section 1.4. and in the manner specified or it will be rejected as non-compliant. In limited circumstances where a deviation is minor and explainable, a deviation may be waived by the Department.

2.1.3. Late submissions that are not accepted will remain unopened. Disqualified submissions will be discarded if not re-claimed by the Applicant by the time the grant is awarded. Delivery of the Applications shall be at the Applicant's expense.

### **2.2. Application Content**

2.2.1. A Transmittal Cover Letter on the Applicant's letterhead that must:

2.2.1.1. Reference, RFGA-2020-DCYF-02-ACCRES;

2.2.1.2. Agency name;

2.2.1.3. Name of all the certified residential treatment programs the agency represents;

2.2.1.4. Identify the name, title, mailing address, telephone number and email address of the person authorized by the Applicant to contractually obligate the agency;

2.2.1.5. Acknowledge that the Applicant has read this RFGA, understands it, and agrees to be bound by its requirements;

2.2.1.6. Contain the date that the Application was submitted;

2.2.1.7. Be signed by an individual who is authorized to bind the Applicant to all statements, including services and prices contained in this Request for Application; and

2.2.1.8. Completed Appendix B, NH Certified Residential Treatment Agency/Program Application Request for Accreditation Funding.

2.2.2. Mandatory Responses to RFGA Application Request Questions in Appendix B.



- 2.2.3. Affiliations – Conflict of Interest Statement regarding any and all affiliations that might result in a conflict of interest. Explain the relationship and how the affiliation would not represent a conflict of interest
- 2.2.4. Commitment to one of the accreditation bodies which may include but is not limited to:
  - 2.2.4.1.1. Confirmation of current accreditation; or
  - 2.2.4.1.2. Date of scheduled onsite survey; or
  - 2.2.4.1.3. Submission date of application for accreditation; or
  - 2.2.4.1.4. Commitment letter regarding accreditation from the Chief Operating Officer, President, Executive Director or designee of the agency applying for the grant of which accreditation body the agency wishes to pursue.
- 2.2.5. The selected Applicant(s) must submit Appendix B, NH Certified Residential Treatment/Agency Program Application Request for Accreditation Funding.
- 2.2.6. Program Design and Implementation
  - 2.2.6.1. The selected Applicant(s) must provide a narrative addressing the organization's efforts to become accredited. If little or no efforts have been made thus far, please proceed to the next question as indicated per Appendix B, NH Certified Residential Treatment/Agency Program Application Request for Accreditation Funding Section 3.
- 2.2.7. Sustainability and Evaluation Plan
  - 2.2.7.1. The selected Applicant(s) must provide a narrative addressing the organization's sustainability plan for the proposed accreditation once funding has been exhausted as indicated per Appendix B, NH Certified Residential Treatment/Agency Program Application Request for Accreditation Funding Section 4.
- 2.2.8. Budget Details
  - 2.2.8.1. A budget detail for the activities related to accreditation must be provided, including estimated costs related to accreditation and total project costs. These requests must include a total cost of the activities being requested by the Department as indicated per Appendix B, NH Certified Residential Treatment/Agency Program Application Request for Accreditation Funding Section 5. These costs may have already been incurred since January 1, 2018 or may be anticipated to be used by October 31, 2021.
  - 2.2.8.2. Acceptable costs include, but are not limited to the following:
    - 2.2.8.2.1. Application fee;
    - 2.2.8.2.2. Onsite costs for accreditation visit/survey



- 2.2.8.2.3. Consultant fees;
- 2.2.8.2.4. Trauma Informed Training Model;
- 2.2.8.2.5. Implementation and training of a trauma informed model;
- 2.2.8.2.6. Training in the Six Core Strategies
- 2.2.8.2.7. Staff time for training; and
- 2.2.8.2.8. Personnel expenses that directly support accreditation activities.

#### 2.2.9. Budget Narrative

- 2.2.9.1. The budget narrative must provide the justification for the expenses itemized in the budget as to how they apply to accreditation purposes.

### 2.3. Award Methodology

- 2.3.1. The total amount of funding available for all grant agreements awarded through this solicitation is \$600,000. This total amount will be divided by the total number of qualified Applicants to determine the initial maximum threshold allotment to be awarded to each Applicant; however if any qualified applicant requests an amount of funding that is less than the threshold allotment they will be awarded only the amount they have requested in their application. The remaining funds will be divided by the number of applicants that requested an amount of funding higher than the initial threshold allotment. Any remaining funding shall be awarded in the same methodology until all funds are awarded.
- 2.3.2. Qualified Applicants will receive a recommendation for funding until the total has been awarded or there are no additional qualified Applicants to consider. Recommendations for funding are dependent upon support by the Governor and Executive Council. Applicants will be notified of the amount of funding, if any, that will be awarded to the Applicant.

### 2.4. RFGA Addendum

- 2.4.1. The Department reserves the right to amend this RFGA, as it deems appropriate prior to the Application submission deadline on its own initiative or in response to issues raised through Applicant questions. In the event of an amendment, the Department, at its sole discretion, may extend the Application submission deadline. The amended language will be posted on the Department's Internet site.

### 2.5. Compliance

- 2.5.1. Applicants must be in compliance with applicable federal and state laws, rules and regulations, and applicable policies and procedures adopted by the Department currently in effect, and as they may be adopted or amended during the grant agreement period.

### 2.6. Public Disclosure

- 2.6.1. Pursuant to RSA 21-G:37, all responses to this RFGA shall be remain confidential





until the Governor and Executive Council have approved a grant agreement as a result of this RFGA. An Applicant's disclosure or distribution of the contents of its Application, other than to the State, will be grounds for disqualification at the State's sole discretion.

- 2.6.2. The content of each Application and addenda thereto will become public information once the Governor and Executive Council have approved a grant agreement. Any information submitted as part of an Application in response to this RFGA may be subject to public disclosure under RSA 91-A. In addition, in accordance with RSA 9-F:1, any grant agreement entered into as a result of this RFGA will be made accessible to the public online via the website Transparent NH ([www.nh.gov/transparentnh/](http://www.nh.gov/transparentnh/)). Accordingly, business financial information and proprietary information such as trade secrets, business and financials models and forecasts, and proprietary formulas may be exempt from public disclosure under RSA 91-A:5, IV.
- 2.6.3. Insofar as an Applicant seeks to maintain the confidentiality of its confidential commercial, financial or personnel information, the Applicant must clearly identify in writing the information it claims to be confidential and explain the reasons such information should be considered confidential. This must be done by separate letter identifying by page number and Application section the specific information the Applicant claims to be exempt from public disclosure pursuant to RSA 91-A:5.
- 2.6.4. Each Applicant acknowledges that the Department is subject to the Right-to-Know Law New Hampshire RSA Chapter 91-A. The Department shall maintain the confidentiality of the identified confidential information insofar as it is consistent with applicable laws or regulations, including but not limited to New Hampshire RSA Chapter 91-A. In the event the Department receives a request for the information identified by an Applicant as confidential, it will notify the Applicant and specify the date it intends to release the requested information. Any effort to prohibit or enjoin the release of the information shall be the Applicant's responsibility and at the Applicant's sole expense. If the Applicant fails to obtain a court order enjoining the disclosure, the Department may release the information on the date specified in its notice to the Applicant without incurring any liability to the Applicant.

## **2.7. Ethical Requirements**

- 2.7.1. From the time this RFGA is published until a contract is awarded, no Applicant shall offer or give, directly or indirectly, any gift, expense reimbursement, or honorarium, as defined by RSA 15-B, to any elected official, public official, public employee, constitutional official, or family member of any such official or employee who will or has selected, evaluated, or awarded an RFGA, or similar submission. Any Applicant that violates RSA 21-G:38 shall be subject to prosecution for an offense under RSA 640:2. Any Applicant who has been convicted of an offense based on conduct in violation of this section, which has not been annulled, or who is subject to a pending criminal charge for such an offense, shall be disqualified





from submitting an application to this RFGA, or similar request for submission and every such applicant shall be disqualified from responding to any RFGA or similar request for submission issued by any state agency. An Applicant that was disqualified under this section because of a pending criminal charge which is subsequently dismissed, results in an acquittal, or is annulled, may notify the Department of Administrative Services, which shall note that information on the list maintained on the state's internal intranet system, except in the case of annulment, the information, shall be deleted from the list.

## **2.8. Non-Commitment**

2.8.1. Notwithstanding any other provision of this RFGA, this RFGA does not commit the Department to award a grant agreement. The Department reserves the right, at its sole discretion, to reject any and all applications or any portions thereof, at any time and to cancel this RFGA and to solicit new applications under a new application process.

## **2.9. Liability**

2.9.1. By submitting an Application in response to this RFGA, an Applicant agrees that in no event shall the State be either responsible for or held liable for any costs incurred by an Applicant in the preparation or submittal of or otherwise in connection with an Application, or for work performed prior to the Effective Date of a resulting grant agreement.

## **2.10. Request for Additional Information or Materials**

2.10.1. The Department may request any Applicant to provide additional information or materials needed to clarify information presented in the Application. An Applicant may not alter the original substance of the Application in response to the Department's request.

## **2.11. Scope of Award and Grant Award Notice**

2.11.1. The Department reserves the right to reject any and all Applications in whole or in part. A grant award is contingent on approval by the Governor and Executive Council.

2.11.2. If a grant is awarded, the Applicant must obtain written consent from the State before any public announcement or news release is issued pertaining to any grant award.

## **2.12. Exceptions**

2.12.1. To the extent that an Applicant believes that exceptions to the standard form Grant Agreement, General Provisions, which is attached as Appendix A, will be necessary for the Applicant to enter into an Agreement, the Applicant must note those issues during the RFA Question Period in Subsection 1.5.

2.12.2. The Department will review requested exceptions and accept, reject or note that it is open to negotiation of the proposed exception at its sole discretion.



- 2.12.3. If the Department accepts an Applicant's exception the Department will, at the conclusion of the RFA Question Period, provide notice to all potential Applicants of the exceptions that have been accepted and indicate that exception is available to all potential Applicants by publication of the Department's responses on or about the date indicated in Subsection 1.5.
- 2.12.4. Any exceptions to the standard form contract and standard exhibits that are not raised by an Applicant during the RFA Question Period will not be considered. In no event is an Applicant to submit its own standard contract terms and conditions as a replacement for the Department's terms in response to this solicitation.

### **3. Appendices**

- 3.1. Appendix A –Grant Agreement Minimum Requirements
- 3.2. Appendix B– NH Certified Residential Treatment/Agency Program Application Request for Accreditation Funding.

## GRANT AGREEMENT

The State of New Hampshire and the Grantee hereby mutually agree as follows:

### GENERAL PROVISIONS

#### 1. Identification and Definitions.

<b>1.1. State Agency Name</b>		<b>1.2. State Agency Address</b>	
<b>1.3. Grantee Name</b>		<b>1.4. Grantee Address</b>	
<b>1.5. Grantee Phone #</b>	<b>1.6. Account Number</b>	<b>1.7. Completion Date</b>	<b>1.8. Grant Limitation</b>
<b>1.9. Grant Officer for State Agency</b>		<b>1.10. State Agency Telephone Number</b>	
<b>1.11. Grantee Signature</b>		<b>1.12. Name &amp; Title of Grantee Signor</b>	
<b>1.13. Acknowledgment:</b> State of New Hampshire, County of _____, on ____ / ____ / ____, before the undersigned officer, personally appeared the person identified in block 1.12., known to me (or satisfactorily proven) to be the person whose name is signed in block 1.11., and acknowledged that <u>he</u> executed this document in the capacity indicated in block 1.12.			
<b>1.13.1. Signature of Notary Public or Justice of the Peace</b> (Seal)			
<b>1.13.2. Name &amp; Title of Notary Public or Justice of the Peace</b>			
<b>1.14. State Agency Signature(s)</b>		<b>1.15. Name &amp; Title of State Agency Signor(s)</b>	
<b>1.16. Approval by Attorney General (Form, Substance and Execution)(if applicable)</b>  <b>By:</b> _____ <b>Assistant Attorney General, On:</b> ____ / ____ / ____			
<b>1.17. Approval by Governor and Council (if applicable)</b>  <b>By:</b> _____ <b>On:</b> ____ / ____ / ____			

2. **SCOPE OF WORK:** In exchange for grant funds provided by the state of New Hampshire, acting through the agency identified in block 1.1 (hereinafter referred to as “the State”), the Grantee identified in block 1.3 (hereinafter referred to as “the Grantee”), shall perform that work identified and more particularly described in the scope of work attached hereto as EXHIBIT A (the scope of work being hereinafter referred to as “the Project”).

3. AREA COVERED. Except as otherwise specifically provided for herein, the Grantee shall perform the Project in, and with respect to, the State of New Hampshire.
4. EFFECTIVE DATE: COMPLETION OF PROJECT.
- 4.1. This Agreement, and all obligations of the parties hereunder, shall become effective on the date of approval of this Agreement by the Governor and Council of the State of New Hampshire if applicable, or signature by the agency whichever is later (hereinafter referred to as "the effective date").
- 4.2. Except as otherwise specifically provided herein, the Project, including all reports required by this Agreement, shall be completed in ITS entirety prior to the date in block 1.6 (hereinafter referred to as "the Completion Date").
5. GRANT AMOUNT: LIMITATION ON AMOUNT: VOUCHERS: PAYMENT.
- 5.1. The Grant Amount is identified and more particularly described in EXHIBIT B, attached hereto.
- 5.2. The manner of, and schedule of payment shall be as set forth in EXHIBIT B.
- 5.3. In accordance with the provisions set forth in EXHIBIT B, and in consideration of the satisfactory performance of the Project, as determined by the State, and as limited by subparagraph 5.5 of these general provisions, the State shall pay the Grantee the Grant Amount. The State shall withhold from the amount otherwise payable to the Grantee under this subparagraph 5.3 those sums required, or permitted, to be withheld pursuant to N.H. RSA 80:7 through 7-c.
- 5.4. The payment by the State of the Grant amount shall be the only, and the complete payment to the Grantee for all expenses, of whatever nature, incurred by the Grantee in the performance hereof, and shall be the only, and the complete, compensation to the Grantee for the Project. The State shall have no liabilities to the Grantee other than the Grant Amount.
- 5.5. Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the Grant limitation set forth in block 1.8 of these general provisions.
6. COMPLIANCE BY GRANTEE WITH LAWS AND REGULATIONS. In connection with the performance of the Project, the Grantee shall comply with all statutes, laws regulations, and orders of federal, state, county, or municipal authorities which shall impose any obligations or duty upon the Grantee, including the acquisition of any and all necessary permits and RSA 31:95-b.
7. RECORDS and ACCOUNTS.
- 7.1. Between the Effective Date and the date seven (7) years after the Completion Date the Grantee shall keep detailed accounts of all expenses incurred in connection with the Project, including, but not limited to, costs of administration, transportation, insurance, telephone calls, and clerical materials and services. Such accounts shall be supported by receipts, invoices, bills and other similar documents.
- 7.2. Between the Effective Date and the date seven (7) years after the Completion Date, at any time during the Grantee's normal business hours, and as often as the State shall demand, the Grantee shall make available to the State all records pertaining to matters covered by this Agreement. The Grantee shall permit the State to audit, examine, and reproduce such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data (as that term is hereinafter defined), and other information relating to all matters covered by this Agreement. As used in this paragraph, "Grantee" includes all persons, natural or fictional, affiliated with, controlled by, or under common ownership with, the entity identified as the Grantee in block 1.3 of these general provisions.
8. PERSONNEL.
- 8.1. The Grantee shall, at its own expense, provide all personnel necessary to perform the Project. The Grantee warrants that all personnel engaged in the Project shall be qualified to perform such Project, and shall be properly licensed and authorized to perform such Project under all applicable laws.
- 8.2. The Grantee shall not hire, and it shall not permit any subcontractor, subgrantee, or other person, firm or corporation with whom it is engaged in a combined effort to perform the Project, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.
- 8.3. The Grant Officer shall be the representative of the State hereunder. In the event of any dispute hereunder, the interpretation of this Agreement by the Grant Officer, and his/her decision on any dispute, shall be final.
9. DATA: RETENTION OF DATA: ACCESS.
- 9.1. As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations,

- computer programs, computer printouts, notes, letters, memoranda, paper, and documents, all whether finished or unfinished.
- 9.2. Between the Effective Date and the Completion Date the Grantee shall grant to the State, or any person designated by it, unrestricted access to all data for examination, duplication, publication, translation, sale, disposal, or for any other purpose whatsoever.
- 9.3. No data shall be subject to copyright in the United States or any other country by anyone other than the State.
- 9.4. On and after the Effective Date all data, and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason, whichever shall first occur.
- 9.5. The State, and anyone it shall designate, shall have unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, all data.
10. CONDITIONAL NATURE OR AGREEMENT. Notwithstanding anything in this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability or continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available or appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Grantee notice of such termination.
11. EVENT OF DEFAULT: REMEDIES.
- 11.1. Any one or more of the following acts or omissions of the Grantee shall constitute an event of default hereunder (hereinafter referred to as "Events of Default"):
- 11.1.1 Failure to perform the Project satisfactorily or on schedule; or
- 11.1.2 Failure to submit any report required hereunder; or
- 11.1.3 Failure to maintain, or permit access to, the records required hereunder; or
- 11.1.4 Failure to perform any of the other covenants and conditions of this Agreement.
- 11.2. Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:
- 11.2.1 Give the Grantee a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Grantee notice of termination; and
- 11.2.2 Give the Grantee a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Grant Amount which would otherwise accrue to the grantee during the period from the date of such notice until such time as the State determines that the Grantee has cured the Event of Default shall never be paid to the Grantee; and
- 11.2.3 Set off against any other obligation the State may owe to the Grantee any damages the State suffers by reason of any Event of Default; and
- 11.2.4 Treat the agreement as breached and pursue any of its remedies at law or in equity, or both.
12. TERMINATION.
- 12.1. In the event of any early termination of this Agreement for any reason other than the completion of the Project, the Grantee shall deliver to the Grant Officer, not later than fifteen (15) days after the date of termination, a report (hereinafter referred to as the "Termination Report") describing in detail all Project Work performed, and the Grant Amount earned, to and including the date of termination.
- 12.2. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall entitle the Grantee to receive that portion of the Grant amount earned to and including the date of termination.
- 12.3. In the event of Termination under paragraphs 10 or 12.4 of these general provisions, the approval of such a Termination Report by the State shall in no event relieve the Grantee from any and all liability for damages sustained or incurred by the State as a result of the Grantee's breach of its obligations hereunder.
- 12.4. Notwithstanding anything in this Agreement to the contrary, either the State or, except where notice default has been given to the Grantee hereunder, the Grantee, may terminate this Agreement without cause upon thirty (30) days written notice.
13. CONFLICT OF INTEREST. No officer, member of employee of the Grantee, and no representative, officer or employee of the State of New Hampshire or of the governing body of the locality or localities in which the Project is to be performed, who exercises any functions or responsibilities in the review or

Grantee Initials \_\_\_\_\_

Date \_\_\_\_\_

- approval of the undertaking or carrying out of such Project, shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested, nor shall he or she have any personal or pecuniary interest, direct or indirect, in this Agreement or the proceeds thereof.
14. GRANTEE'S RELATION TO THE STATE. In the performance of this Agreement the Grantee, its employees, and any subcontractor or subgrantee of the Grantee are in all respects independent contractors, and are neither agents nor employees of the State. Neither the Grantee nor any of its officers, employees, agents, members, subcontractors or subgrantees, shall have authority to bind the State nor are they entitled to any of the benefits, workmen's compensation or emoluments provided by the State to its employees.
  15. ASSIGNMENT AND SUBCONTRACTS. The Grantee shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Project Work shall be subcontracted or subgranted by the Grantee other than as set forth in Exhibit A without the prior written consent of the State.
  16. INDEMNIFICATION. The Grantee shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based on, resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Grantee or Subcontractor, or subgrantee or other agent of the Grantee. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this agreement.
  17. INSURANCE AND BOND.
    - 17.1 The Grantee shall, at its own expense, obtain and maintain in force, or shall require any subcontractor, subgrantee or assignee performing Project work to obtain and maintain in force, both for the benefit of the State, the following insurance:
      - 17.1.1 Statutory workmen's compensation and employees liability insurance for all employees engaged in the performance of the Project, and
      - 17.1.2 Comprehensive public liability insurance against all claims of bodily injuries, death or property damage, in amounts not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury or death any one incident, and \$500,000 for property damage in any one incident; and
  - 17.2. The policies described in subparagraph 18.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modification of the policy earlier than ten (10) days after written notice thereof has been received by the State.
  18. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event, or any subsequent Event. No express waiver of any Event of Default shall be deemed a waiver of any provisions hereof. No such failure of waiver shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Grantee.
  19. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses first above given.
  20. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.
  21. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the law of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assignees. The captions and contents of the "subject" blank are used only as a matter of convenience, and are not to be considered a part of this Agreement or to be used in determining the intent of the parties hereto.
  22. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.
  23. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire agreement and understanding between the parties, and supersedes all prior agreements and understandings relating hereto.
  24. SPECIAL PROVISIONS. The additional provisions set forth in Exhibit C hereto are incorporated as part of this agreement.



## NH Certified Residential Treatment Agency/Program Application Request for Accreditation Funding

---

### 1. Agency Information:

Name of Agency:  
Name of Programs Operated, Located and Certified in New Hampshire:  
Number of Programs DCYF Certified:  
Number of DHHS Licensed Beds:  
Number of DCYF Certified Beds:  
Number of NH DCYF youth served in residential in the last year (calendar year):  
Number of all children served residential in the last year:

### 2. Agency you are accredited by or are obtaining accreditation through

- ☐ Commission on Accreditation of Rehabilitation Facilities (CARF)
- ☐ Joint Commission (JCO)
- ☐ Council on Accreditation (COA)
- ☐ Other approved by Administration for Children and Families (ACF):

### 3. Program Design and Implementation

Please describe your efforts to become accredited and if little or no efforts have been made thus far please go to the next question:

### 4. Sustainability and Evaluation Plan:

Please describe your sustainability plan for proposed accreditation once funding has been exhausted:

**5. Funds Requested (attach if not using the grid below)**

You must provide the itemized and total estimated funds which will be needed for accreditation of the agency and a brief justification of the funds. Please add lines if needed.

Item	Estimated Cost or Cost Spent	Justification for expenses as to how they apply to accreditation
Total Request:		

**6. Attachments must include:**

- ☐ Budget (if not using the grid above)
- ☐ Commitment to one of the accreditation bodies as indicated in Section 1.2.1
- ☐ Transmittal cover letter as indicated in Section 2.2.1.